

**General terms and conditions of insurance**  
**Compensa Towarzystwo Ubezpieczeń Spółka Akcyjna**  
**Vienna Insurance Group (hereinafter: Compensa)**

**Insurance concerns civil liability in respect  
of performance of professional activities**

**Information about significant provisions of the general terms and conditions of insurance referred to in Article 17(1) of the Act on Insurance and Reinsurance Activity**

<b>Type of information</b>	<b>Number of subdivision of the GTCI</b>
Conditions the occurrence of which obliges Compensa TU S.A. to pay compensation	§ 2; § 3 sec. 1, 2, 4; § 4; § 5; § 7 sec. 1, 2; § 8 sec. 5, 6; § 9 sec. 1; § 12 sec. 1, 2, 3, 5, 6, 7, 9, 11, 12, 13, 14, 15; § 13
Limitations and exclusions of liability of Compensa TU S.A. entitling Compensa TU S.A. to refuse or reduce compensation	§ 3 sec. 3; § 6; § 7 sec. 3; § 9 sec. 2, 3, 4; § 10 sec. 5; § 12 sec. 4, 6, 10, 13; § 13 sec. 2, 5, 6, 7

# GENERAL TERMS AND CONDITIONS OF INSURANCE OF CIVIL LIABILITY IN RESPECT OF PERFORMANCE OF PROFESSIONAL ACTIVITIES

## § 1. General Provisions

1. These General Terms and Conditions of Insurance (hereinafter referred to as GTCI) shall apply to civil liability insurance contracts concluded by Compensa Towarzystwo Ubezpieczeń Spółka Akcyjna Vienna Insurance Group (hereinafter: Compensa) with natural persons, legal persons or organisational units without legal personality that are granted legal capacity under an act (hereinafter referred to as Policyholders).
2. The insurance contract may be concluded on terms and conditions agreed upon by the Parties other than the provisions of the GTCI. Any and all provisions additional to or different from the GTCI, as well as amendments to the insurance contract concluded, shall be made in writing.
3. The insurance coverage may be modified by including additional clauses in the scope of insurance. Any matters not regulated by the provisions of the clauses shall be governed by the provisions of the GTCI. Where those provisions coincide, the provisions of the clauses shall prevail.

## § 2. Definitions

The terms used in the insurance contract shall have the following meaning:

1. **acts of terrorism** – illegal activities and actions organised on ideological, religious, political or social grounds, individual or group, directed against persons, property or society, aimed at exerting influence on public authorities, causing chaos, intimidation of the population or disorganisation of public life by means of violence or threats of violence, carried out by persons acting on their own, for or jointly with any organisation or government;
2. **acts of sabotage** – intentional non-performance or undue performance of one's own obligations in order to cause disorganisation, loss and/or damage, in order to prevent or hinder the proper functioning of facilities or institutions;
3. **insurance document** – policy, cover note or certificate confirming the conclusion of an insurance contract;
4. **deductible** – a value, expressed as a percentage rate or a fixed amount, reducing the amount of compensation paid to the aggrieved party or aggrieved parties. If the compensation exhausts the sum guaranteed or its sublimit, the deductible shall not apply. If, in accordance with the provisions of the insurance contract, compensation may be paid out of risks to which two or more deductibles apply, the higher deductible shall apply. If the claim does not exceed the deductible set out in the contract, Compensa shall not bear liability;
5. **compensation** – a cash benefit payable to the aggrieved party in the case of occurrence an

insured event for which the Insured Person is responsible to the extent and under the terms and conditions set out in the insurance contract;

6. **third party** – any person other than the Policyholder or the Insured Person;
7. **close persons** – spouses, life partners, siblings, ascendants, descendants, in-laws, stepfather, stepmother, stepson, stepdaughter, family guardians, adoptees and adoptive parents;
8. **sublimit** – a limit set as part of the sum guaranteed which constitutes a limitation of liability of Compensa for the risks covered by it. If compensation can be paid for risks covered by two or more different sublimits, the lower sublimit shall apply;
9. **subcontractor** – a natural person who is not an employee of the Insured Person or a legal person or entity without legal personality and who has been entrusted by the Insured Person with the performance of specific activities, works or services to be carried out for and on behalf of the Insured Person;
10. **aggrieved party** – any person, excluding the Insured Person, who is entitled to receive compensation in the case of occurrence an insured event for which the Insured Person is responsible to the extent and under the terms and conditions set out in the insurance contract;
11. **employee** – a natural person hired under an employment contract, through appointment, nomination, election, under a cooperative employment contract or performing duties for the Insured Person under a civil law contract. An employee shall also be regarded as a trainee, volunteer, intern, and temporary employee to whom the Insured Person has entrusted specific activities to be carried out for and under the supervision of the Insured Person;
12. **damage** – property damage, personal damage, pure financial loss;
13. **property damage** – damage or destruction of the aggrieved party's item and lost benefits that the aggrieved party could have obtained if its property had not been destroyed or damaged. Loss of an item and loss of capacity to use an item resulting from destruction of or damage to that item shall be treated as property damage;
14. **personal damage** – death, bodily injury or health disorder, along with harm suffered by anyone as a result of such damage;
15. **pure financial loss** – loss not resulting from personal damage or property damage, including loss of capacity to use an item not resulting from destruction or damage;
16. **policyholder** – a natural or legal person, or an organisational unit without legal personality, entering into an insurance contract for its own benefit or for the benefit of the Insured Person;
17. **insured person** – a natural or legal person, or an organisational unit without legal personality, for whom/which the Policyholder concluded the insurance contract and whose civil liability is covered by insurance to the extent specified in the contract;

18. **cash and cash equivalents** – domestic and foreign currencies, checks, bills of exchange and other documents that represent cash and gold, silver and articles made from these metals, precious stones and pearls, as well as platinum and other metals from the platinum group;
19. **insured event** – a breach that caused the damage covered by the insurance;
20. **costs of legal assistance** – the following adequate and necessary costs incurred by the Insured Person: fees of attorneys and legal counsel, experts, expert witnesses, appraisers, experts, and witnesses, court costs, other costs incurred to determine the amount of damage and the scope of liability, as well as travel expenses related thereto;
21. **representative** – an entity designated by Compensa, which provides legal assistance professionally.
22. **legal consultation** – providing explanations about generally applicable provisions of Polish law, case law, and doctrine views concerning a legal issue notified by the Insured Person;
23. **legal opinion** – reconciling the facts with the relevant legal standard by analysing the content of information or documents received and its interpretation as well as putting forward a favourable procedure for the Insured Person or drawing up personal legal documents: an appeal, request, application, complaint, settlement, objection, power of attorney or filing claims;
24. **legal advice** – suggesting that the Insured Person takes a legal course of action in conformity with the facts determined during a legal consultation.

### § 3. Subject of insurance

1. The subject matter of insurance is statutory civil liability of the Insured Person for damages caused unintentionally or by gross negligence to third parties in connection with the performance of professional activities provided for in the insurance contract by the Insured Person.
2. Subject to other provisions of the GTCI and unless agreed otherwise, the insurance coverage shall also include, up to the amount of the sum guaranteed, the civil liability of the Insured Person for damages caused by the Insured Person's subcontractors; The Insurer shall retain the right of recourse to the Insured Person's subcontractors.
3. The insurance contract concluded on the basis of the GTCI does not cover claims for performance of an obligation, for proper performance of an obligation, claims for reimbursement of costs incurred for or for the purpose of performance of an obligation, for substitute performance of an obligation, substitute and withdrawal from the contract, for reimbursement of prepayments and claims under warranty or guarantee.
4. The insurance shall also include claims for the consequences of damage, destruction or loss of files and other documents related to the performance of professional activities, with the exception of money and securities.

### § 4. Temporary coverage

1. The insurance covers insured events that occurred during the insurance period, however Compensa is liable if claims in respect of such events are filed before the expiry of the limitation period.
2. Any and all losses resulting from the same breach, regardless of the time limit for their occurrence, shall be treated as one insured event, and the date of its occurrence shall be, for the purpose of determining the liability of Compensa, the date of occurrence of the first insurance event.
3. Several breaches are considered to be one insured event if each of them has the same, or the same type of, source of error. The time of the breach shall be deemed as the time of committing the first breach.

### § 5. Insured Persons – subjective scope of insurance coverage

The insurance coverage includes the liability of persons substituting the Insured Person or persons additionally insured, as specified in the insurance document, during their inability to pursue the profession, provided such persons are not covered by a separate insurance.

### § 6. Coverage exclusions

1. The insurance coverage shall not include the following claims:
  - 1) if, as a result of the concluded contract or other legal activity, the civil liability of the Insured Person exceeds the scope specified by law, including under contractual penalties, as well as punitive and exemplary damages (administrative penalties characteristic of the American market imposed on the perpetrator for the mere fact of causing it) and other claims of a criminal nature;
  - 2) arising from intermediating in, offering or carrying out, whether for consideration and free of charge, any transactions involving financing (loan, borrowing bond purchase or other), cash pooling, provision of guarantees and sureties, sale of other financial services, including payment services, hedging, and factoring services), transactions involving assets and debt;
  - 3) for damages resulting from cash deficit caused by a breach in effecting any payment or misappropriation committed by the Insured Person or persons for whom the Insured Person is responsible;
  - 4) partners of or persons close to the Policyholder and the Insured Person;
  - 5) persons covered by insurance under the same insurance contract;
  - 6) companies in which the majority of shares or stock (and in the case of other companies – any shares or stock) belong to the Policyholder, the Insured Person, their partner or a close person or persons managed by them;
  - 7) persons holding the majority of shares in the company being the Insured Person;

- 8) lodged in connection with the performance by the Insured Person of duties of a member of the Management Board, Supervisory Board or Audit Committee of commercial companies, associations or other organisations, including liquidator and receiver;
  - 9) due to any banking activities performed by the Insured Person or persons for whom the Insured Person is responsible (including through cheques, promissory notes, foreign exchange, current account, and letters of credit);
  - 10) for damages caused in connection with a loan or credit to an entity by which the Policyholder or the Insured Person is employed or where he is the CEO, member of the management board or the supervisory board. However, the exclusion does not apply to damages caused by the Insured Person acting as part of professional activities of an attorney or legal counsel in order to enforce the rights of said entity;
  - 11) associated in any way, shape, or form, directly or indirectly, with asbestos or objects containing asbestos in any form or quantity;
  - 12) associated in any way, shape, or form, directly or indirectly, with warfare, state of emergency, strike, lock-out, vandalism, acts of sabotage or acts of terrorism;
  - 13) caused by insolvency or bankruptcy of the Insured Person;
  - 14) for damages caused in connection with the performance of any activities other than those described in the contract or in additional clauses as insured activity;
  - 15) for damages caused intentionally by the Insured Person or persons for whom the Insured Person is responsible; it is agreed that the performance of professional activities with knowledge of defects will be treated as intentional;
  - 16) for damages caused by persons who did not have the rights to perform professional activities required by law, have been suspended or deprived of the right to perform such activities, unless the damage results from breaches in the performance of professional activities at the time such rights were held;
  - 17) for damages related to infringement of intellectual property rights, copyright as well as licenses, patents, trademarks, regulations on combating unfair competition, and antitrust law; the exclusion does not apply to the provision of legal assistance by the Insured Person in this regard;
  - 18) for damages resulting from missing any deadlines or schedules or exceeding cost estimates, unless these are directly caused by damages covered by the insurance;
  - 19) for damages caused by nuclear energy, ionising, laser, maser radiation, radioactive contamination or by magnetic or electromagnetic fields;
  - 20) for damages caused by any type of computer viruses or other programmes disturbing the operation of any electronic programme or device;
  - 21) for damages caused to the employees of the Insured Person;
  - 22) for damages caused in connection with the property held by the Insured Person;
  - 23) for damages to movable property or immovable property used by the Insured under rent, lease, lending, leasing, or other agreements of a similar nature;
  - 24) for damages to movable property in custody, under supervision or control of the Insured Person;
  - 25) for damages resulting from violation of professional secrecy or disclosure of confidential information.
2. Unless the scope of insurance has been extended to include additional clauses, Compensa shall not be liable for:
    - 1) arising outside the territory of Poland or under foreign substantive law or before a foreign court, including those arising from decisions of foreign courts enforced in Poland;
    - 2) arising directly or indirectly by the emission, leakage, release or escape of liquids, solid body, gas, thermal agent causing irritation, contamination or pollution of soil, air, surface water or groundwater.
  3. With regard to the exclusions specified in section 1, at the request of the Policyholder, the Insurer may provide insurance coverage on the basis of separate terms and conditions of insurance.
  4. Without prejudice to other provisions of the Contract, Compensa shall not provide coverage or pay the benefit to the extent that such coverage or benefit payment would expose Compensa to consequences related to non-compliance with UN resolutions or sanctions regulations, trade embargo or economic sanctions introduced under EU or US law or the laws of other countries and regulations issued by international organisations, where applicable to the subject matter of the contract.

## § 7. Insurer's Benefits – objective scope of insurance coverage

1. Within the limits of its liability, up to the amount of the sum guaranteed or sublimit, Compensa is obliged to grant compensation to the aggrieved party which shall be paid by the Insured Person.
2. As long as an insured event is covered by insurance, Compensa shall also cover:
  - a) costs of remuneration of experts appointed in consultation with Compensa in order to determine the circumstances, causes, and extent of damage. The costs shall be covered within the limits of the sum guaranteed;

If the amount of claims resulting from an insured event exceeds the sum guaranteed, Compensa shall cover the costs in proportion to the ratio of the sum guaranteed to the amount of claims – also where one insured event leads to several court proceedings. Payment of the amount equal to the sum guaranteed and proportional coverage of the costs of legal defence which have already arisen shall

release Compensa from the obligation to provide further benefits;

- b) costs of legal defence in a civil dispute taking place at the request of Compensa or upon its consent. The costs shall be covered within the limits of the sum guaranteed. If the amount of claims resulting from an insured event exceeds the sum guaranteed, Compensa shall cover the costs in proportion to the ratio of the sum guaranteed to the amount of claims – also where one insured event leads to several court proceedings. Payment of the amount equal to the sum guaranteed and proportional coverage of the costs of legal defence which have already arisen shall release Compensa from the obligation to provide further benefits;
  - c) defence costs, where an event resulting in the liability of Compensa gave rise to criminal, administrative or disciplinary proceedings being instituted against the perpetrator, and Compensa requested the appointment of a defence attorney or agreed to cover those costs. The costs shall be covered as part of the sum guaranteed. If the amount of claims resulting from an insured event exceeds the sum guaranteed, Compensa shall cover the costs in proportion to the ratio of the sum guaranteed to the amount of claims – also where one insured event leads to several court proceedings. Payment of the amount equal to the sum guaranteed and proportional coverage of the costs of legal defence which have already arisen shall release Compensa from the obligation to provide further benefits;
  - d) costs resulting from the application of measures by the Insured Person after the occurrence of an insured event to prevent or reduce the damage, even if they proved ineffective. The costs shall be covered as part of the sum guaranteed.
3. Compensa shall not be liable for any additional costs incurred in connection with the Insured Person's refusal to Compensa entering into a settlement agreement with the aggrieved party or to satisfy their claims. This shall also apply where the amount of compensation awarded is higher than that resulting from the proposed settlement.
  4. In the event that there is a court dispute between the Insured Person and the person entitled to compensation or their legal successors, even in the case of doubts as to whether the damage in question falls within the scope of insurance, Compensa may act as outside intervener.

#### **§ 8. Insurance contract, insurance period, and liability period**

1. The insurance contract is concluded on the basis of an inquiry submitted by the Policyholder about the offer and information provided by the Policyholder and requested by Compensa in writing or otherwise. The information provided by the Policyholder constitutes an integral part of the insurance contract.
2. The Policyholder may enter into an insurance contract for the benefit of the Insured Person (insurance for a third party).

3. Subject to the provisions of § 12(1) of the GCI, where an insurance contract is concluded for the benefit of another, all terms and conditions of the GCI pertaining to the Insuring Party shall apply to the Insured respectively.
4. Compensa shall confirm the conclusion of the insurance contract with an insurance document.
5. Unless agreed otherwise, the liability of Compensa shall commence on the date indicated in the insurance document as the beginning of the insurance period, but not earlier than the day following the conclusion of the contract and payment of the premium or its first instalment.
6. If Compensa agreed to commence the insurance coverage prior to the payment of premium or its first instalment (deferred payment), the insurance coverage shall commence from the date indicated in the insurance document.
7. The insurance contract expires:
  - a) after the lapse of the insurance period for which it was concluded;
  - b) as of the contract termination date, before the agreed date of termination of the insurance coverage under an agreement between the parties or cancellation in the cases provided for in the GTCI;
  - c) as of the contract withdrawal date;
  - d) upon exhaustion of the sum guaranteed by paying benefits in the amounts equal to its value, subject to the provisions of § 7(2) of the GTCI. The exhaustion of the sum guaranteed shall be equivalent to the full use of the insurance coverage.
8. If the contract is concluded for a period exceeding 6 months, the Policyholder shall have the right to withdraw from the contract within 30 days of the conclusion of the contract, and if the Policyholder is an entrepreneur – within 7 days of the conclusion thereof.
9. If the insurance contract is concluded on behalf of a third party account acting as a group, the conditions, manner, and date of withdrawal from the group insurance contract with respect to individual Insured Persons shall be each time specified in the group insurance contract concluded on behalf of third parties.
10. The insurance contract concluded for a definite period of time may be terminated by Compensa with immediate effect in the situations set out in the Act, as well as in the following cases:
  - a) the Policyholder or the Insured Person, if the insurance contract is concluded on behalf of a third party, commits an offence related to the conclusion or performance of the insurance contract;
  - b) the Insured Person loses the right to perform professional activities covered by which insurance;
  - c) the circumstances referred to in § 12(5) of the GTCI occur.

#### **§ 9. Sum guaranteed**

1. The sum guaranteed is specified by the Policyholder.
2. Unless agreed otherwise, the sum guaranteed shall constitute the upper limit of liability of Compensa in

relation to any and all events during the insurance period, jointly for any and all losses and costs paid under the sum guaranteed in the cases described in § 7(2) of the GTCL.

3. In relation to specific risks, types of damage or one insured event, the insurance contract may provide for specific sublimits.
4. The sum guaranteed shall be reduced each time by the amount of compensation paid until it is fully exhausted. This principle shall also apply to sublimits. The payment of compensation within the sublimit results in reduction of the sum guaranteed and of the sublimit. If, as a result of the payment of general compensation (unrestricted by sublimits), the sum guaranteed is reduced to the sublimit amount, any subsequent payment will reduce both the sum guaranteed and the sublimit concerned.
5. At the request of the Policyholder, on terms agreed upon between the parties to the contract and after the payment of an additional premium by the Policyholder, Compensa shall increase or reinstate the sum guaranteed or individual sublimits whose amount was reduced or exhausted after the payment of benefits.

## § 10. Insurance premium

1. The premium shall be calculated for the duration of the liability of Compensa.
2. The premium amount shall be specified in the insurance contract.
3. In the absence of special arrangements, the Policyholder shall pay the premium together with the conclusion of the insurance contract.
4. At the request of the Policyholder, the premium may be divided into instalments. The amount and dates of payment of the first and subsequent instalments shall be specified in the insurance contract.
5. In cases where the insurance premium is payable in instalments, failure to pay the subsequent instalment of the premium in question on time shall result in the termination of liability on the part of Compensa after 7 days from the date of receipt by the Policyholder of a written request for payment of the premium instalment, together with information on the consequences of default, if the premium instalment has not been paid within the time limit specified in the request.
6. If the payment is made by bank transfer or postal order, the payment shall be deemed to be effected at the time of placing the payment order for Compensa at a bank or at post office, provided that the Policyholder has sufficient available funds on its account. If this is not the case, the payment date shall be the date on which the account of Compensa is credited with the full amount of the required premium or its instalment.
7. In the event that the insurance contract is terminated before the end of the period for which it was concluded, the Policyholder shall be entitled to recover the premium for each day of unused insurance coverage.

## § 11. Premium amount

1. The amount of insurance premium shall depend in particular on:
  - a) type of professional activities performed and specified for insurance by the Insured Person;
  - b) scope of insurance;
  - c) amount of sum guaranteed;
  - d) amount of turnover;
  - e) number of employees;
  - f) amount of wage fund;
  - g) insurance period;
  - h) amount of deductible;
  - i) individual risk assessment.
2. Where the premium is calculated on the basis of turnover, it shall be understood as the sum of proceeds from the sale of services expected during the insurance period. Where the premium is calculated on the basis of wage fund, this shall be understood as the sum of individual salaries, including commissions, bonuses representing a share in profit, awards, and other gains subject to personal income tax during the insurance period.
3. Where the premium is calculated on the basis of turnover or wage fund, Compensa, based on declared values, may set the minimum premium to be paid by the Policyholder in the form of an advance (so-called minimum and deposit premium) and settled after the end of the insurance period on the basis of data consistent with accounting documents showing the actual turnover generated during the insurance period or the wage fund achieved during the same period. After the end of the insurance period, Compensa shall calculate the final premium on the basis of the actual data included in the calculation. The Policyholder shall notify Compensa, within 60 days of the end of the insurance period, of the actual values achieved during the insurance period for the final settlement of the insurance premium. If the final premium is lower than the minimum premium laid down in the contract, the difference shall not be refunded. If the final premium is higher than the minimum premium, the Policyholder shall pay the difference within 15 days from the receipt of the request for payment. After the expiry of that period, Compensa shall be entitled to charge statutory default interest.

## § 12. Rights and obligations of the parties to the insurance contract

1. The obligations related to the conclusion and performance of the insurance contract for the benefit of another person shall be binding upon both the Policyholder and the Insured Person, unless the Insured Person was not aware that the insurance contract had been concluded for his benefit. The premium payment obligation rests solely with the Policyholder.
2. If the insurance contract is concluded for the benefit of another person, the Policyholder and the Insured Person shall notify Compensa of all circumstances

- known to them that were inquired by Compensa in its offer form or prior to the conclusion of the contract in other correspondence. If the Policyholder enters into a contract by a representative, this obligation shall also rest with that representative and pertains to any other circumstances known to him. In the event that Compensa concludes the insurance contract despite the fact that the Policyholder fails to provide answers to individual questions, the circumstances which had been so omitted shall be deemed irrelevant.
3. If it is stipulated in the insurance contract that any changes of the circumstances listed in section 2 should be notified during its term, the Policyholder and the Insured Person shall notify Compensa of such changes immediately upon receiving information about such changes.
  4. Compensa shall not be held liable for the consequences of circumstances which have not been notified to Compensa contrary to the provisions of sections 1 to 3. In the event of intentional breach of the provisions of the preceding sections, where in doubt, it shall be presumed that an event provided for in the contract and the consequences thereof are the result of circumstances referred to in the preceding sentence.
  5. If circumstances are revealed that significantly affect the probability the insured event, each of the parties to the contract may request that appropriate change of premium amount be made as of the moment when such circumstances occurred, however not earlier than from the beginning of the then-current insurance period. The other party may terminate the insurance contract with immediate effect within fourteen days from the receipt of such a request.
  6. The Policyholder and the Insured Persons are obliged to notify Compensa of any insured event immediately, but not later than within 7 days upon receiving information about the event. In the event of a breach of the obligations specified in the preceding sentence due to wilful misconduct or gross negligence of the Policyholder or of the Insured Person, Compensa may reduce the benefit accordingly if said breach contributed to the extension of the loss or prevented Compensa from determining the circumstances and consequences of the loss.
  7. Having received a notification about the occurrence of an insured event, Compensa shall, within 7 days from the receipt of that notification, inform the Policyholder or the Insured Person thereof, if they are not persons submitting such notification, and it shall take action aimed at determining the actual state of the event, the legitimacy of claims submitted, and the amount of compensation, and it shall inform the claimant in writing or otherwise, as agreed by the person concerned, about documents necessary to determine the liability of Compensa or the amount of benefit, should it be crucial for further course of the proceedings.
  8. If the insurance contract is concluded for the benefit of another person, in particular group insurance, the notification of occurrence of the insured event may also be submitted by the heirs of the Insured Person. In this case, an heir shall be treated as beneficiary under the insurance contract.
  9. The Policyholder, the Insured Person or his heirs are obliged to cooperate with Compensa in order to resolve any and all circumstances of the occurrence of the loss as well as the legitimacy and amount of the claim.
  10. Should the Policyholder or the Insured Person, whether intentionally or as a result of gross negligence, fail to fulfil their respective obligations aimed at saving, preventing or reducing the loss, Compensa shall be free from any liability for the damage resulting therefrom.
  11. If criminal or civil proceedings for the payment of compensation have been instituted against the Insured Person, the Insured Person shall notify Compensa immediately, but not later than within 3 days from the receipt of information about the initiation of proceedings (receipt of a letter, claim, decision, or other document) and not later than 1 day before the expiry of the final deadline for lodging an appeal. The Insured Person is obliged to engage in cooperation so that Compensa may act as outside intervener as part of civil proceedings in order to defend against an unjustified claim, to enter into a settlement agreement or to recognise the claim.
  12. The Policyholder, the Insured Person or his heirs shall grant powers of attorney and authorisations necessary for Compensa to take action aimed at resolving the case and defending against third party claims, and in particular to enable a Representative of Compensa or persons acting on their behalf to perform activities aimed at determining the causes, extent, and circumstances of the loss.
  13. The Policyholder, the Insured Person or his heirs shall not be entitled to take – without the prior consent of Compensa – any action aimed at recognising or satisfying the claim or to enter into a settlement agreement with the aggrieved party. In the event of violation of the above prohibition, Compensa shall be released from the obligation to pay compensation or it may reduce the benefit in accordance with the impact of the actions of the Policyholder, the Insured Person or his heirs on the parties' obligations, unless the Policyholder, Insured Person or his heirs could not act otherwise due to the circumstances of the case.
  14. If there is a reasonable suspicion that the damage is the result of an offence, the Insured Person shall immediately notify the police.
  15. The Insured Person shall be under an obligation to secure the possibility of pursuing claims for damages against persons responsible for the loss.
- § 13. Determination and payment of compensation**
1. Compensa shall pay compensation on the basis of recognition of the claim of the aggrieved party or the beneficiary under the insurance contract as

a result of an investigation into the course of the event and the legitimacy of the claims, the settlement agreement concluded with them, or final judgement of the court.

2. Compensa shall pay compensation in the amount corresponding to the size of the loss, to the extent specified in the insurance document, however not higher than the amount of the sum guaranteed provided for in the insurance document and within the sublimits indicated therein.
  3. Compensa shall pay compensation within 30 days from the receipt of the notification of the insured event. Should it be impossible to resolve the circumstances required to ascertain the liability of Compensa or the amount of compensation within the above time limit, the compensation should be paid within 14 days from the date on which it became possible to clarify these circumstances with due diligence. However, Compensa is obliged to pay the undisputed part of the compensation within 30 days from the date of notification of the insured event.
  4. Should Compensa fail to pay the compensation within the time limits specified in the Act or the contract, it shall notify the claimant and the Insured Person in writing, in cases where the insurance contract is concluded for the benefit of another person, of the reasons for the inability to satisfy claims in whole or in part.
  5. If the compensation is not due or it is payable in an amount other than the one specified in the claim, Compensa shall inform the claimant and the Insured Person in writing, where the insurance contract is concluded for the benefit of another person, in particular group insurance, if the Insured Person and the claimant are not the same person, describing the circumstances and legal grounds for refusal to pay the benefit in whole or in part. This information shall include advice on the possibility of pursuing claims in court.
  6. The deductible specified in the insurance document, if applicable, shall be deducted from the final calculation of the compensation.
  7. If criminal proceedings have been instituted against the perpetrator of the loss or the aggrieved party has filed a claim for damages in court, and the Insured Person, the Policyholder or his heirs have not fulfilled their obligations under § 12(11) or § 12(12), Compensa shall not cover the costs referred to in § 7(2)(b) and § 7(2)(c) of the GTCI nor the judicial interest and costs awarded in court proceedings against the Policyholder or the Insured Person to the extent that an appropriate notification would make it possible to avoid the payment obligation.
- b) in electronic form (e-mail: reklamacje@wiener.pl, form available at [www.wiener.pl](http://www.wiener.pl))
  - c) orally (in person for record or by calling +48 42 469 69 69).
2. The complaint should contain:
    - a) name, address, and telephone number of the complainant;
    - b) loss reporting number or policy number;
    - c) subject of the complaint;
    - d) justification for the complaint, including evidence, if available.
  3. Compensa shall handle the complaint and respond without undue delay, but not later than within 30 days from the date of its receipt. In particularly complicated cases, which make it impossible to handle the complaint and respond within the time limit indicated above, the time limit shall be extended to not more than 60 days from the complaint receipt date, which shall be communicated by Compensa to the complainant in advance, indicating:
    - a) reason for the delay;
    - b) circumstances which need to be established for the case to be examined;
    - c) expected time limit for handling the complaint and providing the response.
    - d) the complaint handling procedure shall be notified by Compensa to the complainant in paper form or using another durable medium, whereas Compensa may respond to the complaint by e-mail only at the request of the client.
  4. The natural person who has filed the complaint shall have the right to:
    - a) submit a request for the case to be examined by the Financial Ombudsman;
    - b) request the Financial Ombudsman to initiate out-of-court dispute resolution proceedings between the client and the financial market entity referred to in the Act of 5 August 2015 on handling of complaints by financial market operators and on the Financial Ombudsman.
  5. On the part of Compensa, the entity eligible to conduct out-of-court dispute resolution proceedings with consumers within the meaning of the Act of 23 September 2016 on out-of-court settlement of consumer disputes is the Financial Ombudsman (Al. Jerozolimskie 87, 02-001 Warszawa; [www.rf.gov.pl](http://www.rf.gov.pl)).
  6. The dispute may be resolved before Arbitration Court at the Polish Financial Supervision Authority pursuant to the procedure specified in the Rules of Procedure of that Court ([www.knf.gov.pl](http://www.knf.gov.pl)).
  7. A legal action for a claim resulting from an insurance contract may be instituted in accordance with the provisions on general jurisdiction or with the court having jurisdiction over the place of residence or registered office of the policyholder, insured person, or a beneficiary under the insurance contract, or the court having jurisdiction over the place of residence of an heir of the insured person or an heir of the beneficiary under the insurance contract.

## § 14. Complaints and disputes

1. A complaint may be filed:
  - a) in writing – in person or by post to the address of any customer service branch of Compensa, for example by sending a letter to the following address: Compensa TU S.A. Vienna Insurance Group, Aleje Jerozolimskie 162, 02-342 Warszawa;

8. Compensa is supervised by the Polish Financial Supervision Authority.

### §15. Personal data

1. The personal data controller is Compensa Towarzystwo Ubezpieczeń S.A. Vienna Insurance Group with its registered office in Warsaw (02-342) at Aleje Jerozolimskie 162. The controller may be contacted by writing to the address of the controller's registered office or using contact form at [www.wiener.pl](http://www.wiener.pl)
2. The controller has appointed a Data Protection Officer who may be contacted in all matters concerning personal data at [iod@wiener.pl](mailto:iod@wiener.pl).
3. Personal data may be processed for the purpose of:
  1. conclusion and performance of an insurance contract, including for the purpose of insurance risk assessment – pursuant to Article 6(1)(b) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data (hereinafter referred to as the GDPR);
  2. where applicable, for the purpose of pursuing or defending claims related to an insurance contract – pursuant to Article 6(1)(f) of the GDPR, the legitimate interest of the controller is to pursue or defend claims by the controller;
  3. where applicable, for the purpose of undertaking activities related to counteracting the payment of undue benefits and compensations – pursuant to Article 6(1)(f) of the GDPR, the legitimate interest of the controller is to counteract the payment of undue benefits and compensations.
4. Personal data may be made available to other insurance and reinsurance companies, auditors, as well as entities processing personal data on behalf of the controller (based on an agreement with the controller, to the extent specified by the controller and only in accordance with the controller's instructions), including entities dealing with loss adjustment.
5. Personal data shall be stored until the end of the limitation period for claims under the insurance contract or until the expiry of the data storage obligation arising from specific provisions of law.
6. In connection with the processing of personal data, you have the right to request access to your data as well as the right of rectification, erasure, restriction of their processing, and data portability. To the extent that the processing of personal data is based on the legitimate interest of the controller, you also have the right to object to the processing of your personal data. In addition, you also have the right to lodge a complaint with the President of the Personal Data Protection Office.
7. Provision of personal data is necessary for the conclusion and performance of the insurance contract and for the assessment of the insurance risk (without providing personal data, it will not be possible to assess the insurance risk or conclude the insurance contract).

### § 16. Recourse claims

1. As of the payment of compensation by Compensa, any and all claims that the Insured Person may have against the third party responsible for the loss shall be transferred by law to Compensa up to the amount of compensation paid.
2. As of the payment by Compensa of the compensation for losses caused by a subcontractor, the claims shall be transferred by law to Compensa up to the amount of compensation paid.
3. If Compensa covered only part of the loss, the Insured Person shall have priority to the remaining part of compensation over the claim of Compensa.
4. Any claims of the Insured Person against employees shall not be transferred to Compensa, unless the loss was intentionally caused.

### § 17. Notifications and declarations

1. Any and all notifications and declarations related to the performance of the insurance contract shall be submitted by the Policyholder to Compensa in writing, unless the Parties agree to submit notices and declarations in documentary or electronic form.
2. Notifications and declarations submitted to an insurance agent acting for or on behalf of Compensa shall be deemed to have been submitted to Compensa.
3. As for notifications or declarations sent by registered mail, the postal stamp date shall determine the fulfilment of the time limits set out in the GTCI.

### § 18. Legal assistance insurance

1. Subject of insurance
  1. The insurance coverage for legal assistance shall be provided for each insurance contract without the need to pay an additional premium.
  2. The subject of legal assistance insurance is the organisation of benefits listed in section 2(2) in order to defend the legal interests of the Insured Person. The limits of benefits are laid down in section 3.
  3. The insurance covers insured events which occurred and were reported to Compensa during the insurance period.
  4. Compensa provides legal protection and legal assistance by its Representative. The Representative's telephone numbers and e-mail address are included in the insurance document.
2. Scope of legal assistance insurance
  1. Legal assistance covers legal disputes in the scope specified in item 2 which occurred in the territory of the Republic of Poland and are examined in accordance with Polish laws in the territory of the Republic of Poland.
  2. Legal assistance covers matters related to the professional activities of the Insured Person with respect to:
    - 2.1. disciplinary law of professional self-governing bodies;

- 2.2. administrative law;
  - 2.3. right to the protection of personal data;
  - 2.4. civil law;
  - 2.5. enforcement law;
  - 2.6. criminal law.
  3. The provision of legal assistance shall include:
    - 3.1. providing legal consultation;
    - 3.2. providing legal advice;
    - 3.3. providing a legal opinion;
    - 3.4. provision of legal information, understood as:
      - a) sending specimens of general contracts and legal documentation;
      - b) providing information on the legal procedure for the settlement of legal disputes and the protection of their rights;
      - c) providing information on the costs of legal disputes;
      - d) sending up-to-date and historical legal acts;
      - e) providing contact information pertaining to courts, lawyers, notaries;
      - f) assist in finding a lawyer or legal counsel who takes on the case.
  4. Legal assistance shall be provided to the Insured Person on the basis of a description of the issue and the facts presented by the Insured Person. If, after obtaining legal assistance, the Insured Person once again requests the Representative to provide legal assistance in the same matter, providing information affecting the outcome of the legal analysis of the problem, the benefit provided by the Representative shall be treated and counted as a new (subsequent) benefit.
  5. Legal assistance services shall be provided, where possible, on an ongoing basis or, at the latest, within 3 business days from the receipt by the Representative of the request for legal assistance, together with the documents necessary to provide legal assistance, unless the Insured Person and the Representative have agreed otherwise.
  6. Legal assistance is provided to the Insured Person using the following forms of communication:
    - 6.1. by phone – by calling the telephone number specified by the Insured Person;
    - 6.2. by e-mail – by sending an e-mail to the e-mail address specified by the Insured Person;
  7. Legal assistance does not cover cases where it is necessary to analyse, verify and/or draw up documents whose total volume exceeds 5 A4 pages.
  8. Compensa shall not refund any costs which were incurred by the Insured Person for the purpose of obtaining legal assistance or benefits similar to such assistance from an entity other than the Representative.
3. Benefit limits
    1. During the insurance period, the Insured Person has the right to use:
      - 1.1. three legal information benefits per day, but not more than 20 per calendar month;
      - 1.2. a total of up to six legal consultations and legal advice benefits, but not more than one benefit per month;
      - 1.3. a total of up to two legal opinion benefits, but not more than one benefit per month;
  4. Obtaining legal assistance
    1. In order to obtain legal assistance, the Insured Person is obliged to file an application to the Representative. The application may be filed using one of the following forms of transmission:
      - 1.1. by phone – by calling the telephone number specified in the insurance document, available 7 days a week from 9:00 a.m. to 9:00 p.m.;
      - 1.2. by e-mail – by sending an e-mail to the e-mail address specified in the insurance document;
    2. Legal assistance application shall contain the following data:
      - 2.1. name and contact details of the applicant;
      - 2.2. first and last name or business name of the Insured Person;
      - 2.3. number of the insurance document;
      - 2.4. subject and description of the legal issue to be addressed by legal assistance;
      - 2.5. identification of the type and purpose of the expected legal aid;
      - 2.6. indication of the medium by which legal assistance is to be provided, indicating, as appropriate, the telephone number or e-mail address.
    3. Compensa reserves the right to request additional information or documents from the Insured Person should they be necessary to verify the identity of the Insured Person or of the person submitting the legal assistance application, as well as to provide the Insured Person with legal assistance.

### § 19. Entry into force of GTCI

The GTCI were approved by Resolution of the Management Board of Compensa TU S.A. Vienna Insurance Group No 01/07/2024 and they shall enter into force on 01.07.2024.

**Compensa TU S.A. Vienna Insurance Group**

KRS 6691, Sąd Rejonowy dla m.st. Warszawy w Warszawie, XII Wydział Gospodarczy KRS, NIP 526 0214 686,  
Kapitał zakładowy: 391 385 039,40 zł wpłacony w całości,  
Aleje Jerozolimskie 162, 02-342 Warszawa  
[www.wiener.pl](http://www.wiener.pl)

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